



State of Arizona

Department of Education

Request For Proposal (RFP)

RFP Number:

ED06-0036

RFP Due Date / Time:

January 13, 2006, 3:00 P.M. Mountain Standard Time

Submittal Location:

Arizona Department of Education
Contracts Management Unit/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

Description of Procurement:

Support Cadre Coordinator. Support Cadre is a system for utilizing peers in program organization, review, and technical assistance. It is a resource system developed by the Arizona Department of Education, Exceptional Student Services (ADE/ESS) to provide technical assistance to teachers and administrators when professional expertise is requested to improve the education of children with disabilities.

A Pre-Offer Conference will not be held in conjunction with this procurement. Interested Offerors may submit questions to the Procurement Officer named below.

In accordance with A.R.S. §41-2534, competitive Sealed Proposals for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above-specified location until the time and date cited.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late Offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the RFP Number and the Offeror's name and address clearly indicated on the envelope or package. All Offers must be completed in ink or typewritten. Additional instructions for preparing an Offer are included in this RFP.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the RFP Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFP.

Sheila R. Wallace
Procurement Officer

(602) 542-6537
Telephone Number

12/27/05
Date

swallac@ade.az.gov
E-Mail

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

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OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Offer.

Offeror's Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number:

Facsimile Number:

Offeror's Arizona Transaction (Sales) Privilege Tax License Number:

Offeror's Federal Employer Identification Number:

Acknowledgement of Amendment(s):
(Offeror acknowledges receipt of amendment(s) to the Request for Proposals and related documents numbered and dated

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFP and your Offer, as accepted by the State.

This Contract will henceforth be referred to as Contract Number ED06-0036-____.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2006.

Douglas C. Peebles, MBA, CPPB, CPCM
Procurement Administrator

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Contract Management Unit
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STATEMENT OF PURPOSE

The purpose of this proposal is to hire a Support Cadre Coordinator to administer the program. The department estimates this to take approximately 20 hours per week during regular business hours.

ELIGIBLE OFFERORS

Individuals who have special education expertise, excellent coordination and communications skills.

SCOPE OF WORK

1. **Background.** Support Cadre is a system for utilizing peers in program organization, review, and technical assistance. It is a resource system developed by the Arizona Department of Education, Exceptional Student Services (ADE/ESS) to provide technical assistance to teachers and administrators when professional expertise is requested to improve the education of children with disabilities.

Selected support peer consultants are identified through referrals by administrators, teachers, ADE staff, and other peer consultants. In addition to the support peer consultants, a district or school may request anyone they know who can meet their special education needs. The consultant's area of expertise is alphabetized, cross-referenced, and filed in the Comprehensive System of Personnel Development (CSPD) office according to topics most frequently requested. Peer consultants may have backgrounds in regular education, special education, administration, psychology, related services areas, etc. In-service or technical assistance maybe provided on a one-to-one basis or a panel of support consultants maybe requested to present to a group. Topics of discussion may include (but are not limited to) items such as: classroom management, behavior management, development of special education policies and procedures, parent/staff communication, develops curriculum for specific areas of exceptionality, administration of special education programs, development of new forms adaptations/modifications to curriculum etc.

The ADE Exceptional Student Services acts as a facilitator for a network of activities. ADE reimburses the Support Consultant for lodging, meals and travel (at state per diem allowance rate), and \$200 a day for consultation. ADE reimburses the school for a substitute if hired to replace the support consultant during an on-site visit.

2. **Support Cadre Coordinator Responsibilities.**
 - A. Develop marketing materials for the support cadre
 - B. Develop policy and procedures for support cadre
 - C. Distribute materials to all schools
 - D. Develop skilled personnel who will be able to provide services under the support cadre
 - E. Schedule support visits
 - F. Recruit personnel

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3. Reports Requirements.

- A. The Contractor shall provide a written quarterly report that addresses project activities, accomplishment of activities to date, responsible party, and the impact the activities have had in relationship to the program goals; and meet quarterly with the Comprehensive System of Personnel Development (CSPD) coordinator to review this report.

4. ADE Responsibilities.

- A. The CSPD coordinator shall conduct and provide yearly performance reports to the U.S. Department of Education, Office of Special Education Programs (OSEP), and the Arizona Department of Education, Exceptional Student Services, Management.
- B. Travel costs will be reimbursed at non-state employee rates for travel expenses directly related to carrying out the responsibilities of this contract. Receipts for food and lodging shall be submitted with travel claims and must be itemized for the individual(s) awarded this contract. Contract - related travel expenses shall not be included in the firm fixed-price of this contract

HOW TO PREPARE AND SUBMIT PROPOSAL

- 1. Read and familiarize yourself with all sections of this RFP.
- 2. To write the Proposal, follow the instructions, respond to all items of the *Offer Format and Content* (paragraph 9, below) and include all required attachments listed at the end of the RFP.
- 3. **Submit one (1) original and three (3) copies of the Proposal.** The original copy of the Proposal must be clearly labeled "ORIGINAL". The material must be in sequence, paginated, and related to the RFP. ADE will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's Proposal. Additional materials such as promotional brochures or examples of other programs should only be submitted if they directly relate to the information requested in the Proposal.
- 4. Proposals shall be opened publicly at the time and place designated on the Cover Sheet of this RFP. The name of each Offeror shall be read publicly and recorded. Prices will NOT be read, nor shall they be subject to public inspection until after the contract(s) is/are awarded.
- 5. Proposals shall be irrevocable offers for 120 days after the RFP due date.
- 6. **Definition of Terms Used in this RFP.**
 - A. "ADE" means the Arizona Department of Education.
 - B. "CSPD" means Comprehensive System of Personnel Development.
 - C. "Department" means the Arizona Department of Education.
 - D. "Shall or Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

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7. **Required Proposal Information.** The following shall be submitted concurrent with and as part of the Offer:
- A. Offer and Award Form;
 - B. Contract Administration;
 - C. Pricing Schedule;
 - D. Method of Approach
 - E. Offeror's References;
 - F. Offeror's Organization;
 - G. Offeror's Key Personnel Qualifications;
 - H. Offeror's Financial Disclosure;
 - I. Sole Proprietor Waiver (if applicable);
 - J. Offeror's Checklist; and
 - K. RFP Amendments (if any)
8. **Type of Contract.** A Firm Fixed-Price contract will be awarded to the most responsive and responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.
9. **Offer Format and Content.**
- A. **One clearly marked original and three copies** of offers shall be submitted. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this RFP, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the Offer.
 - B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and related experience concerning previous performance of similar services. Statements that the Offeror understands, can, or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as "*standard procedures will be employed*" or "*well-known techniques will be used*", etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.

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- C. Binding and Labeling. Each copy of the offer shall be presented in three ring binders with the cover indicating the RFP number, the Offeror's name and address and copy number (i.e. Copy 2 of 5).
- D. Indexing. The sections of each copy of the offer shall be indexed to indicate the applicable parts and elements. Each section shall contain a table of contents, including interfacing remarks and the page references to other parts and to specific Scope of Work paragraphs. Orderliness of the Offer, readability and similar factors should be considered in offer preparation.
- E. Format. The mandatory information to be placed in each copy of the Offer is listed below. Each copy of the Offer shall furnish sections for information discussed in the Scope of Work. **Lack of these submissions may cause the proposal to be declared unacceptable.**
- (1) Section One of the Offer shall be titled **Executive Summary**. This Section shall include a signed copy of the Offer and Award Form, RFP amendments (if applicable), completed Contract Administration (paragraphs 3 and 4, page 14), completed Pricing Schedule (Attachment 1) and completed Attachments 6 (if applicable) and 7.
 - (2) Section Two of the Offer shall be titled **Method of Approach and Implementation Plan** and shall provide a narrative on the methodology to be used to accomplish Scope of Work tasks to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.
 - (3) Section Three of the Offer shall be titled **Offeror's Experience, Expertise and Reliability**. This Section should include information which reflects the experience and reliability of the Offeror's organization:
 - (a) A list of references must be provided. References must be verifiable and should comment on the Offeror's related experience. The Offeror must submit at least three (3) professional references regarding services similar to those required under this RFP. This information is to be provided on Attachment 2, or similar format. This information will be used to verify the Offeror's previous experience; therefore, the Offeror should include the name, title, address and phone number of a person the State may contact to verify the information provided.
 - (b) A statement of financial condition shall be included. The statement shall include, at a minimum, the information requested on the Financial Disclosure form, Attachment 5. Documentation should include copies of the most recent annual financial statement and, if applicable, the most recent audit report with its corresponding financial statement (and reports of Internal Control and Compliance, if applicable), cost allocation plan and IRS 501(c)(3) Letter of Determination.
 - (c) Offeror's Organization, Attachment 3.
 - (d) In order to assess the past performance of an Offeror in areas related to the Scope of Work, the Offeror shall document the following:
 - (i) Adequate financial resources;

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- (ii) Successful completion of previous performance goals;
 - (iii) The necessary organization, experience, accounting and operational controls; and
 - (iv) The technical skills required to perform the work specified herein. Preference in evaluating will be given to contractors that can demonstrate prior experience and positive impact in the area of recruitment and special education.
- (e) The Offeror shall clearly show how all proposed key personnel have the skills and background necessary to perform the work. At a minimum, the proposal shall contain the following:
- (i) A list of the key personnel with their work assignments as related to the proposed program. The list shall contain the individual's name, position and/or title, employer responsibilities, and percent of time assigned to the proposed program (based on 100% time equaling a 2080-hour work year). This information must be submitted on Attachment 4, Offeror's Key Personnel Qualifications.
 - (ii) A resume for each of the key personnel proposed.
- (f) The Offeror may include any additional information that reflects on the Offeror's ability to perform the required services.

10. Evaluation and Selection. Evaluation of offers may be accomplished in four steps.

- A. Step One. Initial review of offer to determine basic responsiveness to the RFP, where offers will be reviewed to insure they include all required information.
- B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the RFP and requirements of the Scope of Work.
- C. Step Three. (Optional) Discussions with Offerors concerning their offers. This step includes requests for Best and Final Offers from Offerors still considered susceptible of winning contract award(s).
- D. Step Four. Contract award(s) made to the responsive and responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State, based on the following criteria (in bold print), which are **listed in descending order of importance below:**
 - (1) **Offeror's Experience and Reliability;**
 - (2) **Method of Approach and Implementation Plan; then**
 - (3) **Price.**

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- 11. Discussions.** In accordance with A.R.S. §41-2534, after the initial receipt of offers, ADE reserves the option to conduct discussions with those Offerors who submit offers determined by the State to be reasonably susceptible of being selected for award.
- 12. Best and Final Offers.**
- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this RFP will be held with all Offerors determined to be in the competitive range.
 - B. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and ADE at the conclusion of negotiations. Any technical revisions or non-concurrence to negotiated contract terms and conditions submitted in the best and final offer shall not be subject to further discussion or negotiation, and may render the Offer unacceptable to the State.
 - C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's best and final offer. A fully prepared, unsigned contract will be sent to those Offerors for a signature, thus constituting a call for best and final offers by ADE.
 - D. The Offeror must propose the same plan(s), including all terms and conditions, as mutually agreed upon at the time negotiations are concluded. The Offeror may only change quantitative pricing data. Any other change or revision from the previously negotiated understanding may render an Offer unacceptable for an award. The proposed contract must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.
 - E. This provision is not intended to restrict the Offeror's opportunity to revise figures (e.g. prices, discounts, percentage rates, etc.). Rather, it is intended to preclude any misunderstanding by ADE which could result if new or revised terms and conditions are submitted in the best and final offer that have not been fully disclosed, discussed, and understood during negotiations. Therefore, such new or revised terms and conditions are not solicited and, if submitted in the best and final offer, may render the offer unacceptable to ADE.
- 13. Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this RFP as Exhibit 1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.

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TERMS AND CONDITIONS

1. **Incorporation by Reference.** The State of Arizona's Uniform Terms and Conditions are hereby incorporated by reference. These documents may be accessed through the State Procurement Office web site at (www.azeps.az.gov), by manually calling the State Procurement Office, now called the Enterprise Procurement Services, at (602) 542-5511, or by calling the Department of Education's Contracts Management Unit at (602) 542-6537. ***It is the Offeror's responsibility to obtain the current revision of these documents.***
2. **Contract Term.** The initial term of this Contract shall commence on the date that the Procurement Officer signs the Offer and Acceptance form and will remain in effect for one year, unless terminated, canceled, or extended as otherwise provided herein.
3. **Option to Renew Contract.** This Contract shall not bind nor purport to bind ADE and the Contractor for any contractual commitment in excess of the original contract term. ADE shall have the right, at its sole option, to renew the Contract, in one-year increments, not to exceed a total contracting term of five years. If ADE exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the option terms.
4. **Price Adjustments.** Prices shall remain as bid for the initial term of this Contract, though, after that initial term the Contractor may request a price adjustment for products or services delivered under this Contract. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The Procurement Officer will analyze the request and compare it against market prices, trade publications, and the Consumer Price Index. If the Procurement Officer and the Contractor agree to a price adjustment, it shall be effected through a written bi-lateral contract amendment. Price adjustments shall become effective upon signature of the Procurement Officer, or as mutually agreed, though, at no time, shall upward price adjustments be retroactive.
5. **Contract Modifications.** Any change in this Contract, including the Scope of Work, shall only be accomplished by a formal, written contract modification, signed by the Procurement Officer. Any such modification shall be within the scope of the contract and shall specify the change; any increase or decrease in Contract amount and the effective date of the change. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as a modification to this Contract.
6. **Availability of Contractor.** The Contractor shall be available upon award of the Contract and shall remain available on a weekly basis throughout the term of the Contract. The contractor is expected to be available approximately 20 hours per week during normal business hours.
7. **Funding.** Requested funding must be submitted in an all-inclusive basis. ADE will not reimburse any item other than the all-inclusive funding contained on the Pricing Schedule. (Attachment 1)
8. **Indemnification:** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the

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negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

9. Insurance:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

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- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
Combined Single Limit (CSL) \$1,000,000
The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*
3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000
- a. Policy shall contain a waiver of *subrogation* against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- B. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

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- D. Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
1. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 2. All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. Subcontractors:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 10. Contractor's Obligation Regarding Confidentiality.**
- A. Due to the sensitive nature of the information maintained by ADE, the Contractor acknowledges that all information disclosed to it concerning ADE’s operations during performance of this Contract shall not be disclosed to third parties without the ADE’s prior written consent.
 - B. All proprietary information and all copies thereof shall be returned to ADE upon completion of the work for which it was obtained or developed.
- 11. Key Personnel.** It is essential the Contractor provide an adequate staff of experience personnel, capable of and devoted to the successful accomplishment of work performed under this Contract. The Contractor must assign specific individuals to key positions of responsibility (as identified on Attachment 4). Once assigned to work under this Contract, key personnel shall not be removed or replaced without prior express written approval of the Procurement Officer.

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- 12. Accounting Requirements.** All financial records shall be maintained and expenditures made in accordance with the Generally Accepted Accounting Principles to permit accurate tracking of funds to a level of expenditure adequate to ensure proper use of funds.
- 13. Technical Assistance.** The Contractor may request technical assistance from ADE relative to this Contract. ADE may, but shall not be obligated to provide technical assistance to the Contractor in administering Contract services. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for provision of Contract services in accordance with the terms and conditions of this Contract.
- 14. Recoupment of Payments Made by the State.** The Contractor shall reimburse to ADE, upon demand, or ADE may deduct from future payment for the same fiscal year, the following:
 - A. Any amounts received by the Contractor from ADE for contract services which have been inaccurately reported or found to be unsubstantiated.
 - B. Any amounts paid by the Contractor or to a subcontractor not authorized in writing by the Procurement Officer.
 - C. Any amounts paid by ADE for services which duplicated those for which the Contractor is paid through appropriation or another grant or contract.
 - D. Any amounts expended for items or purposes determined unallowable by ADE.
 - E. Any amounts paid by ADE for which the Contractor's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform Contract services.
 - F. Any amounts sustained as a financial audit exception.

CONTRACT ADMINISTRATION

- 1. Payments.** The Contractor will be paid upon the submission of proper invoices for the services performed or goods received and accepted (See Exhibit 2, Sample Invoice). The Contractor's invoices shall be submitted to the ADE person identified in Paragraph 5, below.
- 2. Invoices.**
 - A. The Contractor shall submit invoices, in the format provided by ADE, for work that has been performed in accordance with the contract terms and conditions and accepted by ADE within thirty (30) working days after providing the services. ADE shall pay the Contractor within thirty (30) working days of receipt of invoices, provided the invoices include the required information and supporting documentation.
 - B. The Contractor shall invoice only for the actual services performed in conjunction with the requirements of the contract. Invoices may be submitted on a monthly or bi-weekly basis.

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C. Each invoice shall provide the following information, as applicable, contract number, purchase order number and description of services performed.

3. **Mailing of Payments.** Address to which payment should be mailed, if different than that listed on the Offer and Award Form.

(Company Name)

(Street Address)

(City & State)

(Zip Code)

4. Contractor representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State)

(Zip Code)

(Telephone & Facsimile Numbers)

E-Mail Address

5. The ADE representative to contact for technical matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Miriam Podrazik
CSPD Director
Exceptional Student Services
Arizona Department of Education
1535 West Jefferson Street, Bin #4
Phoenix, Arizona 85007
Phone: (602) 364-4005
FAX: (602) 364-1115
E-Mail: mpodraz@ade.az.gov

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

RFP NO. ED06-0036

6. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Sheila R. Wallace
Procurement Officer
Department of Education
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007
Phone: (602) 542-6537
FAX: (602) 542-3099
E-Mail: swallac@ade.az.gov

EXHIBIT 1**CERTIFICATE OF INSURANCE**

CONTRACT NO. ED06-0036

VENDOR:

**ARIZONA DEPARTMENT
OF EDUCATION**
CONTRACTS MANAGEMENT UNIT
1535 WEST JEFFERSON, Bin 37
PHOENIX, ARIZONA 85007
(602) 542-6537

Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.

Name and Address of Insurance Agency::		Company Letter	Companies Affording Coverage:		
		A			
		B			
Name and Address of Insured:		C			
		D			
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury			Comprehensive General Liability Form		
Per Person	\$1,000,000.00		Premises Operations		
Each Occurrence	\$2,000,000.00		Contractual		
Property Damage	\$1,000,000.00		Independent Contractors		
OR	_____		Products/Completed Operations Hazard		
Bodily Injury			Personal Injury		
and	\$1,000,000.00	Broad Form Property Damage			
Property Damage		Explosion & Collapse (If Applicable)			
Combined		Underground Hazard (If Applicable)			
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits	\$100,000.00		Workmen's Compensation and Employer's Liability		
			Other		
<small>State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.</small>			<small>It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.</small>		
Name and Address of Certificate Holder:			Date Issued: _____ _____ Authorized Representative		

EXHIBIT 2

INVOICE #: _____

PURCHASE ORDER # _____

CONTRACT #: _____

DATE: _____

INDEX NUMBER: _____

BILL TO:	REMIT PAYMENT TO:
Arizona Department of Education Accounting Unit 1535 West Jefferson Street, Bin #1 Phoenix, AZ 85007-3209 Phone: (602) 542-4877 E-mail address: account@ade.az.gov	Name: Address: City, State, Zip: Phone #: Alternate Phone #: E-mail address:

Purpose of contract:

Dates of Service:	Services Provided:	Cost:
		\$
	Total Cost:	\$

ATTACHMENT 1 PRICING SCHEDULE
RFP NO. ED06-0036

The Offeror shall indicate below a firm, fixed hourly rate for services in accordance with the Scope of Work. (Approximate hours per week is 20)

Hourly Rate \$ _____

Sales Tax * (if applicable) _____ % \$ _____

Total Firm Fixed-Price Hourly Rate \$ _____

If payments are made within _____ calendar days after acceptance of goods and/or services, invoice amounts, excluding sales tax, shall be discounted by _____ %. (Refer to Uniform Instructions To Offerors for discount requirements.)

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

**ATTACHMENT 2
OFFEROR'S REFERENCES**

RFP NO. ED06-0036

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

- 1.** Company/Organization _____

 A. Address _____

 B. Point of Contact/Phone # _____

 C. Description of Services _____

 and When Provided _____

- 2.** Company/Organization _____

 A. Address _____

 B. Point of Contact/Phone # _____

 C. Description of Services _____

 and When Provided _____

- 3.** Company/Organization _____

 A. Address _____

 B. Point of Contact/Phone # _____

 C. Description of Services _____

 and When Provided _____

ATTACHMENT 3 OFFEROR'S ORGANIZATION

RFP NO. ED06-0036

INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers as unresponsive.

1. If other than a government agency

- A. When was the Offeror's firm formed? _____
- B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.
- C. Provide a current organizational chart, setting forth lines of authority, responsibility, and communications in accordance with the policies of the governing body.

- | | <u>YES</u> | <u>NO</u> |
|--|--------------------------|--------------------------|
| 2. <u>Administrative Agent</u>
Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? <i>(If YES, provide a description of the relationship in both, legal and functional aspects.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <u>Civil Rights Compliance Data</u>
Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? <i>(If YES, provide an explanation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. <u>Prior Felony Conviction(s)</u>
Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <i>(If YES, provide an explanation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. <u>Suspension or Exclusion From Federal or State Program(s)</u>
Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? <i>(If YES, provide an explanation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? <i>(If NO, provide an explanation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? <i>(If YES, provide an explanation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |

ATTACHMENT 4 OFFEROR'S KEY PERSONNEL QUALIFICATIONS
RFP NO. ED06-0036

INSTRUCTIONS:

Complete a separate resume, specifically addressing each of the items listed below, for each person who will be proposed to fill the required positions as listed below. If attachments are used, indicate the item number and heading being referenced as it appears below. Attach to each form, the person's resume, current job description, and position(s) for which the person is proposed.

1. Name of Person.
2. Proposed position for contract service.
3. Position currently held in firm ☐ Owner/Partner
☐ Other _____
4. Number of years with firm.
5. Summarize the experience of the above-named person where applicable in the following areas:
 - A. Program Development
 - B. Marketing
 - C. Special Education
 - D. Coordination and Communication skills
6. Describe any related education and training (identify degree(s), certification(s), and professional affiliation(s)).
7. Specify any area(s) of special education expertise as directed by this Solicitation.
8. Based on the area(s) of expertise specified in Paragraph 5, above, identify the primary function(s) of this person in terms of providing the services required by this solicitation.
9. Indicate the percentage of time this person WILL be assigned to work under any contract resulting from this solicitation.

ATTACHMENT 5

OFFEROR'S FINANCIAL DISCLOSURE

RFP NO. ED06-0036

Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.

	<u>YES</u>	<u>NO</u>
1. Is the Offeror's firm qualified as a voluntary Health and Welfare Agency under Section 501(c)(3) of the Internal Revenue Code? <i>(If YES, Provide a copy of the determination letter with proposal.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are the Offeror's accounting records maintained in accordance with Generally Accepted Accounting Principles (GAAP)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the Offeror have an accounting manual?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Offeror's firm prepare a public annual financial statement? <i>(If YES, provide a copy of the MOST RECENT annual financial statement with proposal.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Offeror's firm have interim financial statements prepared? <i>(If YES, specify how often.)</i> _____	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the Offeror's firm audited by an independent auditor? <i>(If YES, answer A thru D below.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
A. How often are audits conducted? _____		
B. By whom are they conducted: _____ _____		
C. Provide a copy of the Offeror's most recent audit report and corresponding financial statements. Include reports of Internal Control and Compliance with Federal/Local regulations, if applicable.		
D. Does the Offeror's firm have any uncorrected audit exceptions?	<input type="checkbox"/>	<input type="checkbox"/>
7. Does the Offeror's firm have a formal basis to allocate indirect costs charged to this Contract? <i>(If YES, submit a copy of the allocation plan with proposal.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are there any suits, judgments, tax deficiencies, or claims pending against the Offeror's firm? <i>(If YES, answer A and B below.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
A. What is the dollar amount? \$ _____		
B. In which state(s)? _____		
9. Has the Offeror's firm ever gone through bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 6
SOLE PROPRIETOR WAIVER

RFP NO. ED06-0036

ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone # _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency # 455
Signature of Agency
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, AZ 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 7
OFFEROR'S CHECKLIST
RFP NO. ED06-0036

Instructions: Offerors must submit the items listed below. In the column titled "Offeror's Page #", the Offeror must enter the appropriate page number(s) from its Proposal where the ADE evaluators may find the Offeror's response to that requirement.

[illegible]